



P R I V A L G O

PRIVALGO LIMITED
PARTNER'S AGREEMENT
(CORPORATE PARTNER)

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Privalgo Limited is a company registered in England under registration number 11219580. Registered office: 25 Eastcheap 2nd Floor, London EC3M 1DE United Kingdom.
Privalgo Limited is authorised by the Financial Conduct Authority as an Electronic Money Institution. Reference number: 900887.

This agreement is made between:

1. **Privalgo Limited** (incorporated and registered in England and Wales with company number 11219580 whose registered office is at 25 Eastcheap, 2nd floor London EC3M 1DE (**Privalgo** or **We**, and **Us**, **Our** and **Ourselves** shall be construed accordingly); and
2. The party identified as the Partner in Schedule 1 (**Partner** or **You**, and **Your** and **Yourselves** shall be construed accordingly).

(each a "**Party**" and together the "**Parties**")

1. CONTRACTUAL PERIOD

This Agreement shall commence on the date set out in Schedule 1 and shall continue, unless terminated earlier in accordance with clause 11, until either Party gives to the other party not less than 30 days' prior written notice to terminate.

2. INTRODUCTIONS

- 2.1. We appoint You on a non-exclusive basis to identify Prospective Clients and to make Introductions of such persons on the terms of this Agreement.
- 2.2. You undertake and agree with Us during the term of this Agreement:
 - 2.2.1. to identify Prospective Clients and to use Your best endeavours to make Introductions;
 - 2.2.2. to act towards Us conscientiously and in good faith and not to allow Your own interests to conflict with Your duties under this Agreement;
 - 2.2.3. to report to Us in writing from time to time and if requested to do so on progress made by You with Prospective Clients; and
 - 2.2.4. to comply with all our reasonable and lawful instructions.

3. ASSURANCES

- 3.1. You hereby warrant and represent to Us that; -
 - 3.1.1. You have full capacity to enter, and perform Your obligations under this Agreement and have and will have taken all requisite corporate action to authorise the execution, delivery and performance of this Agreement;
 - 3.1.2. You will not hold yourself out or represent that You have the authority to bind Us in any way, pledge or purport to pledge our credit or enter any arrangement, agreement or undertaking on our behalf;
 - 3.1.3. You shall not make or enter any contracts or commitments or incur any liability for or on our behalf, including negotiating the provision of Services or the price for providing them, with Prospective Clients;
 - 3.1.4. save as is set out in this Agreement, You shall not produce any marketing material in relation to our services or the use of our name, logo or trade marks on any marketing material without our prior written consent; and
 - 3.1.5. You will make no representations, nor give any warranties about Us or the services We provide nor about Your appointment, authority, duties or responsibilities under the terms of this Agreement to any person other than in accordance with this Agreement.
- 3.2. You will disclose to each Prospective Client that You represent Us and that You have no authority or ability to negotiate or vary the Services or the terms of the Services or enter any contract on Our behalf.
- 3.3. Where a Prospective Client is introduced by You and the Prospective Client then introduces Us to a third party who purchases Services from Us, You shall not, by virtue of such initial Introduction, be deemed to have introduced the third party to Us.
- 3.4. We may, at our absolute discretion: -
 - 3.4.1. refuse to enter a Client Agreement with a Prospective Client; or
 - 3.4.2. after our entering into a Client Agreement with a Prospective Client, refuse to enter a Contract with

that Prospective Client;
in either case without liability to You for any loss or damage that You may suffer as a result.

3.5. You will ensure that: -

3.5.1. all Prospective Clients have consented to being referred to Us in accordance with data protection and other relevant legislation;

3.5.2. You and all parties associated with You will not carry out any regulated activity, as such is defined by the Financial Conduct Authority, which competes in any way with any Services provided by Us to a Prospective Client.

3.6. You shall comply and cooperate fully with all instructions, directions, requirements or requests properly made or imposed by the Financial Conduct Authority.

4. COMPLIANCE WITH LAWS AND POLICIES

4.1. Each Party shall at its own expense comply with all laws and regulations relating to its activities under this Agreement as they may change from time to time, and with any conditions binding on it under any applicable licences, registrations, permits and approvals.

4.2. You undertake that you will comply at all times with the Criminal Finances Act 2017 and will report to us immediately in that event that you have any reasonable concerns that a Prospective Client is participating in or one of your directors, employees, contractors or consultants is facilitating tax evasion either in the UK or overseas.

5. PAYMENT OF COMMISSION

5.1. Subject to clause 12.4 and the remaining provisions of this clause 5, We shall pay You Commission in relation to every Contract in the month immediately following the date on which such Contract is closed out or settled in full.

5.2. We shall, within 15 Business Days of the end of each calendar month, send to You a commission statement (Commission Statement) confirming the aggregate Realised Profit on all Contracts closed out and settled during that month together with details of all Contracts entered into during that month and the projected Commission due.

5.3. The Commission, set out in the Commission Statement, shall be paid to You (whether invoiced by You or not and irrespective of any payment terms contained on Your invoice) by BACS transfer to the bank account detailed in Schedule 1 or as notified to Us by You in writing from time to time. Commission shall be paid within 20 Business Days of the end of each calendar month provided the Commission payable for that month is greater than £50. If the Commission in any such month is less than £50, such monies will be held by Us until the aggregate Commission payable to You is greater than £50.

5.4. In entering this Agreement, we jointly agree that all Commission payable under this agreement:

5.4.1. is exempt from VAT (or any other similar sales tax). For the avoidance of doubt, in the event that VAT (or any other similar sales tax) is deemed to be due on the Commission, You shall remain solely liable for the payment of such VAT (or any other similar sales tax);

5.4.2. shall be paid in full without any deductions (including deductions in respect of items such as income, corporation, or other taxes, charges and/or duties) except where we have suffered a loss on any Contract entered into by a Prospective Client or where We are required by law to deduct withholding tax from sums payable to You. If We are so required, then We shall take all reasonable steps necessary to:

a. lawfully avoid making any such deductions; or

b. enabling You to obtain a tax credit in respect of the amount withheld.

5.5. Realised Profit will be calculated in Sterling, or such other currency and at such rate as is reasonably determined by Us. Commission will be paid in the currency elected by You at the prevailing market rate determined by Us on the day of payment.

- 5.6. Where You direct Us to make a payment to any third party, You shall indemnify Us against any and all liabilities, costs, expenses, damages and losses arising out of in connection with any such payments, including (but not limited to) any liability to make an actual payment of, or in respect of, or on account of, tax, duties and/or contributions.
- 5.7. In the event that a Prospective Client fails to make a payment to Us under a Contract of monies properly due to Us, We shall be entitled to withhold all or any Commission otherwise payable to You in relation to such Contract until such time as the Prospective Client has paid such monies in full.
- 5.8. We reserve the right to revise the percentage rate as set out in Schedule 1 if You have not introduced us to a Prospective Client for a period of two years from the later of the commencement date set out in Schedule 1 and two years from your last Introduction.

6. OUR OBLIGATIONS

- 6.1. We shall provide You at all material times with the information You reasonably require to carry out Your duties under this Agreement, including marketing information for and details of the Services, and information about Privalgo.
- 6.2. We shall not be responsible for any costs incurred by You unless such costs have been agreed by Us in writing, in advance.

7. MARKETING

- 7.1. All advertising or editorial design released by You which incorporates information regarding either Privalgo must have prior written approval from ourselves prior to publication.
- 7.2. You may, with Our prior written consent, send direct marketing emails promoting our business to an opt-in subscription email list. Prior to sending any such promotional email a copy of such email must be sent to Us for prior approval. Any such email must state that it has been sent by You and must not state or imply that the email is from Privalgo.

8. INTELLECTUAL PROPERTY

- 8.1. We grant You a non-exclusive, royalty-free, revocable licence to use and display Our trademarks and other intellectual property rights on Your website or other marketing material solely for the purpose of promoting Us and creating links to Our website provided always that such promotion is in accordance with the terms and conditions of this Agreement.
- 8.2. Nothing in this document shall grant to You any right to use any of the trade marks as part of Your corporate or trading name and You undertake not to do so or to otherwise to hold Yourself out as being Our agent.
- 8.3. You acknowledge that all content on Our website is proprietary to or licenced by Us and may not be reproduced, modified, transmitted, displayed, published or distributed without Our prior written consent.

9. CONFIDENTIALITY

- 9.1. Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 9.2.
- 9.2. Each party may disclose the other party's confidential information:
 - 9.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 9; and
 - 9.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.3. No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.
- 9.4. All documents and other records (in whatever form) containing confidential information supplied to or acquired

by one party from the other shall be returned promptly to disclosing party on termination of this agreement and, subject to the provisions of clause 10.5, no copies shall be kept.

- 9.5.** Nothing in clause 9.4 shall require the party to return or destroy (a) any documents and materials containing confidential information that the receiving party is required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority, stock exchange, or bona fide internal compliance policy, to which it is subject or (b) any confidential information that is stored in any automatic electronic archiving or back-up system where it is not reasonably practicable to retrieve or delete the same.

10. DATA PROTECTION PROCESSING

- 10.1.** Where Privalgo is carrying out processing on Your behalf, we shall implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of GDPR and ensure the protection of the rights of the data subject. In particular, We shall:
- 10.1.1.** process the personal data only on documented instructions from You, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by the Union or the laws of England and Wales. In such an event, we shall inform You of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
 - 10.1.2.** ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - 10.1.3.** take all measures required pursuant to Article 32 of GDPR;
 - 10.1.4.** taking into account the nature of the processing, assist You by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Your obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of GDPR;
 - 10.1.5.** assist You in ensuring compliance with the obligations pursuant to Articles 32 to 36 of GDPR taking into account the nature of processing and the information available to You;
 - 10.1.6.** at Your choice, delete or return all the personal data to You after the end of the provision of services relating to processing and delete existing copies unless English law requires storage of the personal data;
 - 10.1.7.** make available to You all information necessary to demonstrate compliance with the obligations laid down in Article 28 of GDPR and allow for and contribute to audits, including inspections, conducted by You or another auditor mandated by You.
- 10.2.** We shall immediately inform You if, in its opinion, an instruction from You to Us infringes GDPR or English law data protection provisions.
- 10.3.** The subject-matter of the processing under this clause 9 is personal data provided by You to Us relating to the provision of services under this Agreement.
- 10.4.** The duration of the processing will continue for so long only as we provide services under this Agreement.
- 10.5.** The nature and purpose of the processing relates to the provision of services under this Agreement.
- 10.6.** The types of personal data processed under this Agreement may include but not be limited to full name, email addresses, home postal addresses, office/institution postal address, social media handles, telephone numbers, mobile phone numbers and job titles.
- 10.7.** The categories of data subjects may include Your clients, prospective clients, customers, prospective customers, contacts and business colleagues.
- 10.8.** We shall, to the extent legally permitted, promptly notify You of any data subject requests received by Us and reasonably cooperate with You to fulfil its obligations under GDPR in relation to such requests. You shall be responsible for any reasonable costs arising from Our providing assistance to You to fulfil such obligations.
- 10.9.** Where We implement appropriate technical and organisational measures under clause 10.1, it shall take into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.

These measures shall be implemented in such a manner that processing will meet the requirements of GDPR referred to in Article 32(1) and ensure the protection of the rights of the data subject.

- 10.10.** In the case of a personal data breach, We will notify You without undue delay after having become aware of a breach and assist You to comply with the reporting requirements laid out in Articles 33 and 34 of GDPR. In particular, We will assist You to notify Supervisory Authorities of the breach without undue delay and no later than 72 hours from being made aware of the breach. We shall reasonably respond to requests for further information so that You may fulfil Your obligations under Articles 33 and 34 of GDPR.
- 10.11.** We shall provide reasonable assistance to You with any data protection impact assessments, and prior consultations with Supervisory Authorities, which You reasonably consider to be required of Us pursuant to Articles 35 and 36 of GDPR.
- 10.12.** We will ensure that, to the extent that any personal data originating from the UK or European Economic Area (EEA) is transferred to a country or territory outside the UK or EEA that has not received a binding adequacy decision by the European Commission or a competent national data protection authority, such transfer will be subject to appropriate safeguards in the form of Standard Model Contracts that provide an adequate level of protection in accordance with GDPR.
- 10.13.** Audits conducted under clause 10.1.7 shall be:
- 10.13.1.** conducted no more than once per year unless a demonstrated reasonable belief of noncompliance with the Agreement has been made, upon thirty (30) days written notice, and having provided a plan for such review; and
- 10.13.2.** conducted at a mutually agreed upon time and in an agreed upon manner.
- 10.14.** You hereby warrant and represent to Us that:
- 10.14.1.** any personal data that is provided to Us for the purposes of the provision of the services under this Agreement has been collected and is being disclosed by You in accordance with the provisions of any applicable data protection and/or privacy laws and regulations.
- 10.14.2.** You will ensure that You have all necessary and appropriate consents and notices in place to enable lawful transfer of the personal data to Privalgo and, where applicable, by Privalgo to its affiliates and third parties, including those situated outside the EEA, for the duration and purpose of this agreement.

11. TERMINATION

- 11.1.** Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- 11.1.1.** the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 90 days after being notified in writing to make such payment;
- 11.1.2.** the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so. For the avoidance of doubt, any breach or reasonably suspected breach by You of the Criminal Finance Act 2017 will comprise an irremediable material breach of this agreement;
- 11.1.3.** the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- 11.1.4.** You conduct Yourself in such a way as to bring, or in our reasonable opinion risk bringing, our reputation into disrepute;
- 11.1.5.** the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986;
- 11.1.6.** the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation

of that other party with one or more other companies or the solvent reconstruction of that other party;

- 11.1.7.** a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 11.1.8.** an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- 11.1.9.** any event occurs, or is threatened or proceedings taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 11.1.5 to 11.1.8 (inclusive); or
- 11.1.10.** the other party suspends or ceases, or threatens to suspend or cease, carrying on all or substantial part of its business.

12. CONSEQUENCES OF TERMINATION

- 12.1.** On termination of this agreement, the following clauses shall continue in force: clause 8, clause 9, clause 10, clause 12 and clause 14 to clause 22 (inclusive).
- 12.2.** Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.
- 12.3.** We reserve the right to cease or continue to deal with any Prospective Client.
- 12.4.** Any entitlement that You may have in respect of Commission, other than in relation to Contracts which have at that time already been entered into, shall cease.
- 12.5.** Any other rights or obligations of either party previously acquired under this agreement shall not be prejudiced by the termination of this agreement.

13. COMPLIANCE WITH RELEVANT REQUIREMENTS

- 13.1.** You will:
 - 13.1.1.** comply with all applicable laws, statutes, regulation, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Anti-Corruption Requirements);
 - 13.1.2.** not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - 13.1.3.** comply with our Anti-bribery and Anti-Corruption Policies (a copy of which we can provide you with on request) as we may update them from time to time (Relevant Policies).
 - 13.1.4.** have and shall maintain in place throughout the term of this agreement your own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Anti-Corruption Requirements and the Relevant Policies and will enforce them where appropriate;
 - 13.1.5.** promptly report to us any request or demand for any undue financial or other advantage of any kind received by yourselves in connection with the performance of this agreement;
 - 13.1.6.** immediately notify us (in writing) if a foreign public official becomes an officer or employee of yours or acquires a direct or indirect interest in your business and you warrant that you have no foreign public officials as direct or indirect owners, officers or employees at the date of this agreement;
 - 13.1.7.** certify to us in writing, upon our reasonable request, compliance with this clause 13 by yourselves and all persons associated with you in connection with this agreement. You shall provide such supporting evidence of compliance as we may reasonably request.
- 13.2.** You shall ensure that any person associated with you who is performing services in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the yourselves in this clause 13. You shall be responsible for the

observance and performance by such persons of such terms, and shall be directly liable to us for any breach of any such terms.

- 13.3.** Breach of this clause 13 shall be deemed an irremediable material breach under clause 11.1.2.
- 13.4.** For the purpose of this clause 13, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 13 a person associated with yourselves includes but is not limited to any subcontractor, agent or other similar connected party.
- 13.5.** You undertake that if you are or become a shareholder, partner, promoter, director, officer, agent, manager, employee, consultant or independent contractor to any Prospective Client to whom You introduce Us to, You shall notify Us of such appointment and require the Prospective Client to notify Us that they are aware of this Agreement, its contents and the arrangement between Us. For the avoidance of doubt, We may require the Prospective Client to execute a statement to this effect.

14. NO PARTNERSHIP OR AGENCY

- 14.1.** Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other.
- 14.2.** Each party confirms it is acting on its own behalf and not for the benefit of any other person.

15. ENTIRE AGREEMENT

- 15.1.** This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.2.** Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 15.3.** Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.
- 15.4.** Nothing in this clause shall limit or exclude any liability for fraud.

16. AMENDMENT

We may amend this agreement by giving you 15 Business Days' notice in writing and such amendment shall be binding on you in respect of all Instructions subsequently received after such date.

17. ASSIGNMENT AND OTHER DEALINGS

This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

18. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. NOTICES

- 19.1.** Any notice given to a party under or in connection with this contract shall be in writing and shall be:
- 19.1.1.** delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 19.1.2.** sent email to such email address as is notified by the relevant party from time to time.

19.2. Any notice shall be deemed to have been received:

19.2.1. if delivered by hand, on signature of a delivery receipt [or at the time the notice is left at the proper address;

19.2.2. if sent by pre-paid first-class post, at 9.00 am on the second Business Day after posting,

19.2.3. if sent by any guaranteed delivery service, at the time recorded by the delivery service, or

19.2.4. if sent by email, at the date and time set out in the email header.

19.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution which shall be deemed to be served in accordance with the relevant practices and procedures.

20. THIRD PARTY RIGHTS

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

21. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

22. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

23. INTERPRETATION

23.1. The following definitions and rules of interpretation apply in this Agreement.

Anti-Corruption Requirements as defined in clause 13.1;

Business Day a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Client Agreement a framework agreement between Us and a Prospective Client setting out the terms upon which We will provide Services.

Commission the monies payable to you under this Agreement calculated as a percentage (as set out in Schedule 1 or as may be agreed by the parties in writing from time to time) of Realised Profit.

Commission Statement as defined in clause 5.2.

Contract a contract for the supply of Services entered during the term of this Agreement between ourselves and a Prospective Client.

Data controller or controller means the entity which determines the purposes and means of the Processing of Personal Data.

Data processor or processor means the entity which processes Personal Data on behalf of the Controller

Data Protection Laws and Regulations means all laws and regulations (including, without limitation, the Regulation (EU) 2016/679) of the European Union, the European Economic Area and their member states, applicable to the Processing of Personal Data under the Agreement.

EEA means the European Economic Area

FX Transaction any over-the-counter foreign exchange, spot, forward or option contract.

Introduction the provision to Us of the contact details of (i) a Prospective Client or (ii) an employee or director of a Prospective Client who is of sufficient seniority to authorise or recommend the purchase of Services from Us (and "introduce" and "introduced" shall be construed accordingly)

Prospective Client those body corporates, partnerships, unincorporated bodies (whether or not it has a separate legal personality), charities, natural persons or that person’s personal representatives, successors or permitted assigns who You introduce to Us (i) who You deem suitable to enter a Client Agreement with Us according to criteria which We may communicate to You from time to time and (ii) with whom, at the time of the Introduction, We do not have an existing client relationship or We are not in bona fide negotiations to provide Services.

Realised Profit the difference between the price at which a Prospective Client enters into a Contract and the cost incurred by Us in entering into, hedging and maintaining such Contract but excluding, for the avoidance of doubt, any value-added tax or other sales tax on them, any out of pocket expenses incurred by Us in entering into such FX Transaction and any discounts or rebates granted to Us. For the avoidance of doubt, Realised Profit shall not be calculated on any income generated by Us on any cancellation, rollover, postponement or drawdown of any currency by a Prospective Client under a Contract.

Relevant Policies as defined in clause 13.1.3.

Services FX Transactions entered between Us and a Prospective Client on the terms set out in the relevant Client Agreement.

Sub-processor means any person (including any third party, but excluding an employee of Privalgo or any of its sub-contractors) appointed by or on behalf of Privalgo to process personal data on behalf of You in connection with the Agreement.

Third country means any country outside the EEA.

23.2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

23.3. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement and shall include all subordinate legislation made under that statute or statutory provision.

Signed for and on behalf of PRIVALGO LTD Name of Director Date
Signed for and on behalf of Partner Name of Director and position Date

SCHEDULE I

Agreement Date	
Date	
Partner Details	
Name of Partner	
Address	
Email address	
Telephone number	
Commission	
Percentage rate	
Partner's Bank Details	
Account name	
Account number	
Sort code	
IBAN number	
SWIFT code	
Bank name	
Bank address	
Currency	
Payment reference	